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**All Steel Iron Works, Inc. d/b/a ASIW, LLC and ASIW, Inc., joint employers/alter egos and Iron Workers Regional Local Union No. 853. Case 13-CA-274040**

August 27, 2021

**DECISION AND ORDER<sup>1</sup>**

BY CHAIRMAN McFERRAN AND MEMBERS KAPLAN  
AND RING

The Acting General Counsel seeks a default judgment in this case on the ground that All Steel Iron Works, Inc., d/b/a ASIW, LLC and ASIW, Inc., joint employers/alter egos (collectively referred to as the Respondent, and individually referred to as Respondent All Steel Iron Works, Inc., Respondent ASIW, LLC, and Respondent ASIW, Inc.) has failed to file an answer to the complaint. Upon a charge and an amended charge filed by Iron Workers Regional Local Union No. 853 (the Union) on March 11 and May 7, 2021,<sup>2</sup> respectively, the Acting General Counsel issued a complaint on May 25 against the Respondent, alleging that it had violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On July 13, the Acting General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. Thereafter, on July 19, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

**Ruling on Motion for Default Judgment**

Section 102.20 of the Board's Rules and Regulations provides that a respondent "must specifically admit, deny, or explain each of the facts alleged in the complaint, unless the Respondent is without knowledge, in which case the Respondent must so state, such statement operating as a denial." It also provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint here affirmatively stated that unless an answer was received by June 8, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the Act-

ing General Counsel's motion disclose that by letter emailed to the Respondent on July 2, the Respondent was advised that unless an answer was received by July 9, a motion for default judgment would be filed. Nevertheless, the Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and we grant the Acting General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

At all material times, Respondent All Steel Iron Works, Inc., Respondent ASIW, Inc., and Respondent ASIW, LLC have had substantially identical management, business purposes, operations, equipment, and customers, as well as supervision and ownership.

About August 17, 2019, Respondent ASIW, Inc. was established by Respondent All Steel Iron Works, Inc., as a disguised continuation of Respondent All Steel Iron Works, Inc.

About February 24, 2020, Respondent ASIW, LLC was established by Respondent All Steel Iron Works, Inc. as a disguised continuation of Respondent All Steel Iron Works, Inc.

All Steel Iron Works, Inc. established Respondent ASIW, Inc. and ASIW, LLC, as described above, for the purpose of evading its responsibilities under the Act.

Based on the operations and conduct described above, Respondent All Steel Iron Works, Inc., Respondent ASIW, Inc., and Respondent ASIW, LLC are, and have been at all material times, alter egos within the meaning of the Act.

At all material times, the Respondent has been a corporation with an office and place of business in Valparaiso and Indianapolis, Indiana and Joliet, Illinois (the Respondent's facilities) and has been engaged in the business of manufacturing steel products.

In conducting its business operations during the preceding 12-month period, a representative period, the Respondent purchased and received at its facility goods valued in excess of \$50,000 directly from points outside the State of Illinois and the State of Indiana.

Accordingly, we find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

At all material times, the following individuals held the position set forth opposite their respective names, and

<sup>1</sup> The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

<sup>2</sup> All dates refer to 2021 unless otherwise indicated.

have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Robyn Collins	President, Respondent ASIW, Inc.
John Kot	President, Respondent All Steel Iron Works, Inc.
Oldrich Palka	Manager, Respondent ASIW, LLC Contractor, Respondent All Steel Iron Works, Inc.
Pamela Kot	Owner and Chief Financial Officer, Respondent All Steel Iron Works, Inc. Account Manager, Respondent ASIW, LLC

The following employees of the Respondent (the unit) constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time shop employees engaged in production and fabrication and all field employees engaged in erection and installation; but excluding all confidential employees, professional employees, clerical employees, managerial employees, guards and supervisors as defined by the Act.

On April 26, 2019, the Board certified the Union as the exclusive collective-bargaining representative of the unit.

At all material times, since April 26, 2019, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

About January 3, 2020, the Respondent, by email, informed the Union that it was closing its business effective January 31, 2020.

About January 3, 2020, the Respondent, by email, withdrew its recognition of the Union as the exclusive collective-bargaining representative of the unit effective January 31, 2020.

About February 17 and on numerous dates thereafter, the Union observed the Respondent continuing its operations at its facility in Joliet, Illinois.

About March 12, by email and certified mail to Respondent All Steel Iron Works, Inc. and Respondent ASIW, LLC, the Union requested that the Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the unit.

Since about March 12, the Respondent has failed and refused to recognize the Union as the exclusive collective-bargaining representative of the unit.

Since about March 4, the Union has requested, in writing, that the Respondent furnish it with the following information:

1. Leasing, Renting, or Ownership of New Shop Location

(a) All documentation regarding new shop location such as address, square footage, renting/leasing agreements, or ownership, by John and Pamela Kot.

(b) All documentation in relation to renting/leasing by friends, family, acquaintances, business partners related to All Steel Iron Works, Inc. or on behalf of All Steel Iron Works Inc/John and Pamela Kot.

(c) Current management of ASIW including but not limited to owners, president, project managers, supervisors, etc.

(d) Sale of ASIW or filings of closing

2. General Employee Request

(a) Current documentation for dates of hire, rates of pay, job classifications, last known addresses, phone numbers, emails and dates of completion of any probationary period for any and all employees of ASIW such as, but not limited to:

1. Oldrich Palka
2. Robert Hucko
3. Xavier Doby
4. Pedro Valdes
5. Robyn Collins
6. Dylan Collins

(b) A copy of all current personnel policies, practices, or procedures and employee agreements, at the new shop location.

(c) All plans or employment agreements which relate to employees employed by All Steel Iron Works or its subsidiaries.

(d) A list of all independent contractors currently working under the direction or paid by All Steel Iron Works or subsidiaries. Current employees and past employees from 2019 to current date.

(e) Employee schedules from 2019 to current date.

(f) Hours worked by bargaining unit employees to the current date.

(g) Daily duties of current employees.

3. Collective Bargaining Agreements, Subcontracting, Current Projects

(a) A copy of all agreements between All Steel Iron Works and any individual(s) or companies that are engaged in the fabrication and/or erection/installation as a sub-contractor of All Steel Iron Works or subsidiaries.

(b) Current projects, future projects, and completed projects from 2019 to current date.

#### 4. Lawsuits, Litigations, Liens

(a) Please provide all cases and/or legal matters that All Steel Iron Works is currently involved in as a plaintiff or defendant as this could affect the outcome of bargaining.

#### 5. Benefits

(a) Current H & W plan and participants including contributions.

(b) Current 401K info.

(c) Current workers compensation policy and coverage levels of current liability insurance policy.

(d) Current auto insurance policy.

#### 6. Safety

(a) Current safety policy.

(b) A list of current names on safety committee.

(c) Workmen's comp policy.

(d) Training program.

Since about March 12, the Union has requested, in writing, that the Respondent furnish it with the following information:

1. Any and all sales and or transfers, leasing, sub leasing, acquiring or sales of assets, liabilities, and business restructuring by and or between All Steel Iron Works, Inc dba ASIW LLC and or any joint employer/alter ego.

2. Any documentation relating to renting and or leasing by friends, family, acquaintances, and or business partners related to All Steel Iron Works, Inc dba ASIW LLC and or any joint employer alter ego and or John Kot and or Pamela Kot.

3. General Employee Request which shall include but not limited to documents regarding dates of hire, rates of pay, job classification, last known phone numbers, addresses, email and other contact information on all employees of All Steel Iron Works, Inc. dba ASIW LLC and or any joint employer alter ego including but not limited to the following employees: Robyn Collins,

Dylan Collins, Sergio Sanchez, Oldrich Palka, Robert Hucko, Xavier Doby.

The information requested by the Union, as described above, is necessary for and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative.

Since about March 4 and March 12, the Respondent has failed and refused to furnish the Union with the information requested.

#### CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to recognize and bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) by withdrawing recognition from the Union and thereafter failing and refusing to bargain with the Union as the exclusive collective-bargaining representative of the unit, we shall order it to cease and desist, to bargain on request with the Union, and, if an understanding is reached, to embody the understanding in a signed agreement.

To ensure that the employees are accorded the services of their selected bargaining representative for the period provided by law, we shall construe the initial period of the certification as beginning the date when the Respondent begins to bargain in good faith with the Union. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); *Lamar Hotel*, 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817 (1964); and *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (10th Cir. 1965).

Further, having found that the Respondent violated Section 8(a)(5) and (1) by refusing to furnish the Union with requested information that is necessary for and relevant to its role as the exclusive collective-bargaining representative of the unit, we shall order the Respondent to timely furnish the requested information.

#### ORDER

The National Labor Relations Board orders that Respondent All Steel Iron Works, Inc., d/b/a ASIW, LLC and ASIW, Inc., joint employers/alter egos, Valparaiso

and Indianapolis, Indiana, and Joliet, Illinois, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain in good faith with Iron Workers Regional Local Union No. 853 (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) Failing and refusing to furnish the Union with requested information that is necessary for and relevant to the performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time shop employees engaged in production and fabrication and all field employees engaged in erection and installation; but excluding all confidential employees, professional employees, clerical employees, managerial employees, guards, and supervisors as defined by the Act.

(b) Furnish the Union in a timely manner the information it requested, as described above, on March 4 and 12, 2021.

(c) Post at its facility in Joliet, Illinois copies of the attached notice marked "Appendix."<sup>3</sup> Copies of the notice, on forms provided by the Regional Director for Region 13, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous plac-

<sup>3</sup> If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notices must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notices must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work, and the notices may not be posted until a substantial complement of employees have returned to work. Any delay in the physical posting of paper notices also applies to the electronic distribution of the notice if the Respondent customarily communicates with its employees by electronic means. If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

es, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since January 3, 2020.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 13 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. August 27, 2021

Lauren McFerran, Chairman

Marvin E. Kaplan, Member

John F. Ring, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD  
APPENDIX

Notice to Employees  
Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to recognize and bargain in good faith with Iron Workers Regional Local Union No. 853 (the Union) as the exclusive collective-bargaining representative of our unit employees.

WE WILL NOT refuse to provide the Union with requested information that is necessary for and relevant to the performance of its duties as the exclusive collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time shop employees engaged in production and fabrication and all field employees engaged in erection and installation; but excluding all confidential employees, professional employees, clerical employees, managerial employees, guards, and supervisors as defined by the Act.

WE WILL furnish the Union in a timely manner the information requested by the Union on March 4 and 12, 2021.

ALL STEEL IRON WORKS, INC., D/B/A ASIW,  
LLC AND ASIW, INC., JOINT EMPLOYERS/ALTER  
EGOS

The Board's decision can be found at [www.nlr.gov/case/13-CA-274040](http://www.nlr.gov/case/13-CA-274040) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

